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3 BILL NO. S-86-03-18

4 SPECIAL ORDINANCE NO. S-

5 AN ORDINANCE TO PROVIDE FOR THE COLLECTIVE
6 BARGAINING AND THE ARBITRATION OF DISPUTES
7 WITH RESPECT TO EMPLOYEES OF THE CITY OF
8 FORT WAYNE, INDIANA

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA THAT:

11 SECTION 1. REFERENCE. This Ordinance may be cited
12 and referred to as the City Employees' Collective Bargaining
13 and Arbitration Ordinance.

14 SECTION 2. POLICY. It is hereby declared to be the
15 public policy of the City of Fort Wayne, Indiana;

16 A. That the City should recognize each labor
17 organization as selected by the majority of
18 employees in an appropriate unit, and that such
19 organizations should have the right to bargain
20 collectively in their respective members' behalf.

21 B. That a reasonable, fair and equitable method of
22 settling disputes between city employees and the
23 City of Fort Wayne should be established in the
24 public interest.

25 C. That in the protection of the public health, safety
26 and welfare of the citizens of Fort Wayne, Indiana,
27 City employees in the respective units thereof
28 should not, and will not, be accorded the right
29 to strike. A strike will constitute a violation
30 of this ordinance.

31 SECTION 3. DEFINITIONS. As used in this ordinance,
32 the following terms shall have the following meanings, unless
the context requires a different interpretation:

1
2 A. The term "Bargaining Unit" or "Unit" shall
3 apply to:

4 (1) The Utilities Departments. Representation
5 includes all non-supervisory personnel not
6 specifically classified as "confidential" in
7 the following bargaining units:
8 (a) Water Maintenance and Service
9 (b) Water Pollution Control Plant
10 (c) Water Filtration Plant
11 (d) Water Pollution Control Maintenance
12 (e) General Office
13 (f) All Other Non-Supervisory, Non-Confidential
14 Employees

15 (2) Civil City Departments. Representation
16 includes all non-supervisory personnel not
17 specifically classified as "confidential" in
18 the following bargaining units:
19 (a) Fort Wayne Parks and Recreation
20 (b) Street Department
21 (c) All other Non-Supervisory, Non-Confidential
22 Employees

23 B. The term "City Employees" shall mean all employees
24 of the City Utilities Departments and Civil City
25 Departments, excluding Commissioned Police and
26 Fire Personnel, in an appropriate unit.

27 C. The term "City" shall mean the City of Fort Wayne
28 and those officially designated person(s) by the
29 Mayor, who shall act on behalf of the City on
30 all factors.

31 D. The term "factors" shall mean wages, hours of
32 employment, fringe benefits and working conditions.

E. The term "Exclusive Representative" shall mean the
labor organization selected by the majority of
employees in an appropriate unit to represent them
as to wages, hours of employment fringe benefits
and working conditions.

F. The term "strike" shall mean any group action

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3 or refusal to act, which results in any inter-
4 ference with normal activity of the Department,
5 such as, but not limited to willful absence from
6 one's position, sick-in, or stoppage work or
7 abstinence of interference in whole, or in part
8 from the full, faithful and proper performance of
9 duties of employment without the lawful approval
10 of the City.

11 G. The term "confidential employee" means as employee
12 whose unrestricted access to confidential personnel
13 files or whose functional responsibilities or
14 knowledge in connection with the issues involved
15 in dealings between the City and the City employees
16 would make his membership in an employee organization
17 incompatible with his official duties.

18 SECTION 4. RIGHTS OF EMPLOYEES. City employees
19 all have the right to bargain collectively with the City and
20 to be represented by such labor organizations as selected by
21 the majority of employees in an appropriate unit with respect
22 to factors. The unit shall be recognized as the exclusive
23 representative, unless and until such recognition is withdrawn
24 by a vote of the majority employees in the unit. All elections
25 shall be by secret ballot.

26 SECTION 5. PAYROLL DEDUCTION OF EMPLOYEES'
27 ORGANIZATION FEES. The City shall, upon written receipt of the
28 authorization of a City employee, deduct from the pay of that
29 employee any fee designated or certified by the appropriate
30 officer of an employees' organization and shall remit those
31 fees to the employees' organization.
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3 SECTION 6. DUTIES

4 A. It shall be the obligation of the City to meet
5 and bargain in good faith with the representative
6 or representatives of the Bargaining Unit(s) within
7 five (5) days after receipt of written requests
8 for meeting for collective bargaining purposes.
9 Notices for collective bargaining shall be given
10 to the City by service upon the Controller of
11 the City of Fort Wayne and to the presiding officer
12 of the City Council. The obligation to bargain
13 in good faith shall include the duty to cause
14 any agreement, resulting from the negotiations,
15 to be reduced to writing. A contract may also
16 contain a grievance procedure culminating in
17 final and binding arbitration on unresolved
18 grievances, but such binding arbitration shall have
19 no power to amend, add to, subtract from or
20 supplement provisions of the contract. PROVIDED,
21 HOWEVER, that the term of any such contract in
22 writing shall not exceed three (3) years.

23 B. The person(s) designated by the Mayor to represent
24 the City are hereby authorized to conduct all
25 negotiations. Persons so designated shall not be
26 elected government officials.

27 C. The Mayor shall meet with the Common Council prior
28 to negotiations to gain suggestions from the members
29 of Council as to items to be considered at the
30 bargaining table. The Mayor shall inform the Common
31 Council at regular intervals of the progress of
32 negotiations.

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3 SECTION 7. IMPASSE. In the event that the
4 Bargaining Unit and the City are unable, within thirty (30) days
5 from and including the date of the first meeting, to reach an
6 agreement on a contract, any and all unresolved issues shall be
7 submitted to mediation and if need be arbitration, unless an
8 extension is agreed upon by the parties in writing. If the
9 selection of a mediator cannot be agreed upon mutually, the
10 Federal Mediation and Conciliation Service shall provide a
11 mediator upon the request of either the City or the exclusive
12 representative. If the Bargaining Unit's representatives and
13 the City, with the assistance of a mediator, are unable within
14 twenty-five (25) days after the date of the first meeting with
15 the mediator to reach an agreement on a contract, any unresolved
16 issues must be submitted to arbitration.

17 SECTION 8. ARBITRATION.

- 18 A. Within ten (10) days from the expiration date of
19 the twenty-five (25) day period referred to in
20 Section 7 thereof, the bargaining unit and the City
21 shall begin the process of selecting one arbitrator
22 from a list of seven (7) arbitrators (list with
23 resumes of arbitrators will be provided by Federal
24 Mediation and Conciliation Service) by alternately
25 eliminating names until one arbitrator's name
26 remains. Elimination procedure will be determined
27 by drawing of lots and selection must be completed
28 within ten (10) days from receipt of list from
29 Federal Mediation and Conciliation Service. The
30 arbitrator so selected shall be deemed the arbitrator.
- 31 B. The arbitrator shall call a hearing to be held within
32 ten (10) days after the date of his selection.

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3 The hearing shall be informal, and the rules of
4 evidence prevailing in judicial proceedings shall
5 not be applicable. Any and all documentary evidence
6 and other data deemed revelant by the arbitrator
7 may be received in evidence. The arbitrator shall
8 have the power to administer oaths to require
9 by subpoena the attendance and testimony of
10 witnesses, the production of books, records and
11 other evidence relative or pertinent to the issues
12 presented to him for determination.

13 C. The hearing conducted by the arbitrator shall be
14 concluded within twenty(20) days from the time of
15 commencement, and within ten(10) days after the
16 conclusion of the hearings the arbitrator shall
17 make written findings and conclusions upon the
18 issues presented, a copy of which shall be mailed
19 or otherwise delivered to the bargaining unit and
20 the City. The arbitrator's decision (s) shall be
21 considered nonbinding, unless the bargaining unit
22 and the City agree prior to arbitration that the
23 decision (s) in certain areas shall be binding
24 upon both parties. However, decisions in regard
25 to annual pay and monetary fringe benefits and
26 hours of employment shall not be binding on the
27 City Council and shall be subject to approval by the
28 Common Council in accordance with statutory
29 authority granted by I.C. 36-4-7-3.

30 D. The arbitrator shall conduct the hearings and
31 render his decision upon the basis of a prompt,
32 peaceful and just settlement of all disputes

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3 and issues between the bargaining unit and the
4 City with respect to factors. The matters, among
5 others, to be given weight by the arbitrator
6 in arriving at a decision shall include:

7 (1) Comparison of factors in respect to City
8 Departments with similar and like factors
9 prevailing in other Second Class cities
10 in Indiana.

11 (2) The interest and welfare of the public.

12 (3) Comparison of peculiarities of employment
13 in regard to other trades or professions, in
14 particular:

- 15 (a) Hazards of employment
16 (b) Physical qualifications
17 (c) Educational qualifications
18 (d) Mental qualifications
19 (e) Job training and skills

20 (4) Such other matters as the arbitrator may deem
21 pertinent or relevant.

22 E. Reasonable fees and necessary expenses of mediation
23 and arbitration shall be borne equally by the bargaining unit
24 and the city.

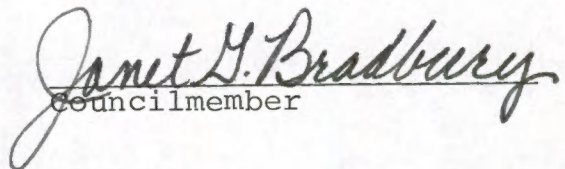
25 SECTION 9. PRIOR AGREEMENTS. Any agreements negotiated
26 between the bargaining unit and the City either before, or within
27 thirty (30) days after arbitration shall constitute the collective
28 bargaining contract with respect to City employees and the City
29 for the period stated therein; PROVIDED, HOWEVER, that such
30 period shall not exceed three (3) years.

31 SECTION 10. NOTICE PROVISION. Whenever the factors,
32 as herein defined, or any other matters requiring the appropriation
of money by the City are included as matters of collective
bargaining conducted under the provisions of this Ordinance,
it shall be the obligation of the bargaining unit to serve

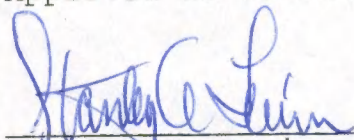
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3 written notice of request for collective bargaining in respect
4 to factors on the City at least One Hundred Twenty (120) days
5 before the last day on which money can be appropriated by the
6 City to cover the contract period which is the subject of the
7 collective bargaining procedure.

8 SECTION 11. SEVERABILITY PROVISION. If any provision
9 of this Ordinance, or application thereof to any person or
10 circumstances, is held unconstitutional or otherwise invalid,
11 the remaining provisions of this Ordinance shall not be
12 affected thereby.

13 SECTION 12. EFFECTIVE DATE. This Ordinance shall
14 be in full force and effect from and after its passage and
15 approval by the Mayor.

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18 
19 councilmember

20 Approved as to form and legality

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22
23 Stanley A. Levine, Attorney for City Council

Read the first time in full and on motion by E. Stach,
seconded by Stach, and duly adopted, read the second time
by title and referred to the Committee Legislative (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19_____, at _____ o'clock _____ M., E.S

DATE: 3-25-86 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____,
seconded by _____, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____	_____
<u>BRADBURY</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	_____	_____
<u>GiaQUINTA</u>	_____	_____	_____	_____	_____
<u>HENRY</u>	_____	_____	_____	_____	_____
<u>REDD</u>	_____	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____	_____

DATE: _____ W. Stach
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. _____
on the _____ day of _____, 19_____,

ATTEST: (SEAL)

SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the _____ day of _____, 19_____,
at the hour of _____ o'clock _____ M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this _____ day of _____,
19_____, at the hour of _____ o'clock _____ M., E.S.T.

WIN MOSES, JR., MAYOR



International Association of Machinists and Aerospace Workers

Local Lodge 2569

XXXXXXXXXXXXXXXXXXXX 3811 Illinois Road
PHONE 219/XXXXXXX 432- 7910 46804
FORT WAYNE, INDIANA 46895

7 April 1986

Ms. Sandy Kennedy, Clerk
City Clerk's Office
City-County Building
One Main Street
Fort Wayne, IN 46802

reference: Collective Bargaining Ordinance S-86-03-18
(Bradbury/Henry/Redd Authors)

Dear Sandy:

This is to request that on the agenda for Tuesday, 8 April 1986 that the following names be listed, as they will be in attendance if there are any questions regarding the above ordinance.

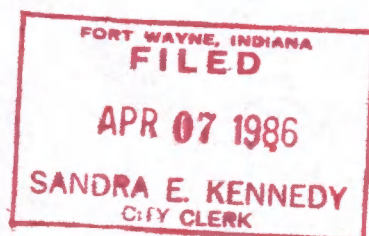
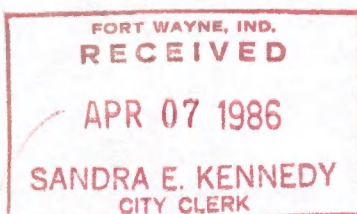
Mike Hess
Gay Schmidt
Allan D. Frisinger
Steve Ludwig

If you have any questions, please contact me.

Fraternally yours,

Nancy Shafer, President
Local 2569 IAM&AW

cc: Janet Bradbury, Council-At-Large
Thomas Henry, 3rd District Councilmember
Charles Redd, 1st District Councilmember
All City Unions



SPECIAL ORDINANCE NO. _____

AN ORDINANCE TO PROVIDE FOR COLLECTIVE BARGAINING
AND THE ARBITRATION OF DISPUTES WITH RESPECT TO
EMPLOYEES OF THE CITY OF FORT WAYNE, INDIANA

BE IT ORDAINED by the COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA,
THAT:

SECTION 1. REFERENCE. This Ordinance may be cited and referred to
as the City Employees' Collective Bargaining and Arbitration Ordinance.

SECTION 2. POLICY. It is hereby declared to be the public policy
of the City of Fort Wayne, Indiana:

- A. That the City should recognize each labor organization as selected
by the majority of employees in an appropriate unit, and that such
organizations should have the right to bargain collectively in
their respective members' behalf.
- B. That a reasonable, fair and equitable method of settling disputes
between city employees and the City of Fort Wayne should be
established in the public interest.
- C. That in the protection of the public health, safety and welfare
of the citizens of Fort Wayne, Indiana, City employees in the
respective units thereof should not, and will not, be accorded
the right to strike. A strike will constitute a violation of this
ordinance.

SECTION 3. DEFINITIONS. As used in this ordinance, the following
terms shall have the following meanings, unless the context requires
a different interpretation:

- A. The term "Bargaining Unit" or "Unit" shall apply to:
 - (1) City Utilities Departments. Representation includes all non-
supervisory personnel not specifically classified as
"confidential" in the following bargaining units:
 - (a) Water Maintenance and Service;
 - (b) Water Pollution Control Plant
 - (c) Water Filtration Plant
 - (d) Water Pollution Control Maintenance
 - (e) General Office
 - (f) All Other Non-Supervisory, Non-Confidential Employees
 - (2) Civil City Departments. Representation includes all
non-supervisory personnel not specifically classified as
"confidential" in the following bargaining units:
 - (a) Fort Wayne Parks and Recreation
 - (b) Street Department
 - (c) All other Non-Supervisory, Non-Confidential Employees

- B. The term "City Employees" shall mean all employees of the City Utilities Departments and Civil City Departments, excluding Commissioned Police and Fire Personnel, in an appropriate unit.
- C. The term "City" shall mean the City of Fort Wayne and those officially designated person(s) by the Mayor, who shall act on behalf of the City on all factors.
- D. The term "factors" shall mean wages, hours of employment, fringe benefits and working conditions.
- E. The term "Exclusive Representative" shall mean the labor organization selected by the majority of employees in an appropriate unit to represent them as to wages, hours of employment fringe benefits and working conditions.
- F. The term "strike" shall mean any group action or refusal to act, which results in any interference with normal activity of the Department, such as, but not limited to willful absence from one's position, sick-in, or stoppage work or abstinence of interference in whole, or in part from the full, faithful and proper performance of duties of employment without the lawful approval of the City.
- G. The term "confidential employee" means an employee whose unrestricted access to confidential personnel files or whose functional responsibilities or knowledge in connection with the issues involved in dealings between the City and the City employees would make his membership in an employee organization incompatible with his official duties.

SECTION 4. RIGHTS OF EMPLOYEES. City employees all have the right to bargain collectively with the City and to be represented by such labor organizations as selected by the majority of employees in an appropriate unit with respect to factors. The unit shall be recognized as the exclusive representative, unless and until such recognition is withdrawn by a vote of the majority employees in the unit. All elections shall be by secret ballot.

SECTION 5. PAYROLL DEDUCTION OF EMPLOYEES' ORGANIZATION FEES. The City shall, upon written receipt of the authorization of a City employee, deduct from the pay of that employee any fee designated or certified by the appropriate officer of an employees' organization and shall remit those fees to the employees' organization.

SECTION 6. DUTIES

- A. It shall be the obligation of the City to meet and bargain in good faith with the representative or representatives of the Bargaining Unit(s) within five (5) days after receipt of written requests for meeting for collective bargaining purposes. Notices for collective bargaining shall be given to the City by service upon the Controller of the City of Fort Wayne and to the presiding officer

of the City Council. The obligation to bargain in good faith shall include the duty to cause any agreement, resulting from such negotiations, to be reduced to writing. A contract may also contain a grievance procedure culminating in final and binding arbitration on unresolved grievances, but such binding arbitration shall have no power to amend, add to, subtract from or supplement provisions of the contract. PROVIDED, HOWEVER, that the term of any such contract in writing shall not exceed three (3) years.

- B. The person(s) designated by the Mayor to represent the City are hereby authorized to conduct all negotiations. Persons so designated shall not be elected government officials.
- C. The Mayor shall meet with the Common Council prior to negotiations to gain suggestions from the members of Council as to items to be considered at the bargaining table. The Mayor shall inform the Common Council at regular intervals of the progress of negotiations.

SECTION 7. IMPASSE. In the event that the Bargaining Unit and the City are unable, within thirty (30) days from an including the date of the first meeting, to reach an agreement on a contract, any and all unresolved issues shall be submitted to mediation and if need be arbitration, unless an extension is agreed upon by the parties in writing. If the selection of a mediator cannot be agreed upon mutually, the Federal Mediation and Conciliation Service shall provide a mediator upon the request of either the City or the exclusive representative. If the Bargaining Unit's representatives and the City, with the assistance of a mediator, are unable within twenty-five (25) days after the date of the first meeting with the mediator to reach an agreement on a contract, any unresolved issues must be submitted to arbitration.

SECTION 8. ARBITRATION.

- A. Within ten (10) days from the expiration date of the twenty-five (25) day period referred to in Section 7 thereof, the bargaining unit and the City shall begin the process of selecting one arbitrator from a list of seven (7) arbitrators (list with resumes of arbitrators will be provided by Federal Mediation and Conciliation Service) by alternately eliminating names until one arbitrator's name remains. Elimination procedure will be determined by drawing of lots and selection must be completed within ten (10) days from receipt of list from Federal Mediation and Conciliation Service. The arbitrator so selected shall be deemed the arbitrator.
- B. The arbitrator shall call a hearing to be held within ten (10) days after the date of his selection. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be applicable. Any and all documentary evidence and other data deemed revelant by the arbitrator may be received in evidence.

The arbitrator shall have the power to administer oaths to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relative or pertinent to the issues presented to him for determination.

- C. The hearing conducted by the arbitrator shall be concluded within twenty (20) days from the time of commencement, and within ten (10) days after the conclusion of the hearings the arbitrator shall make written findings and conclusions upon the issues presented, a copy of which shall be mailed or otherwise delivered to the bargaining unit and the City. The arbitrator's decision(s) shall be considered nonbinding, unless the bargaining unit and the City agree prior to arbitration that the decision(s) in certain areas shall be binding upon both parties. Decisions in regard to annual pay and monetary fringe benefits and hours of employment shall be subject to approval by the Common Council in accordance with statutory authority granted by I.C. 36-4-7-3.
- D. The arbitrator shall conduct the hearings and render his decision upon the basis of a prompt, peaceful and just settlement of all disputes and issues between the bargaining unit and the City with respect to factors. The matters, among others, to be given weight by the arbitrator in arriving at a decision shall include:
- (1) Comparison of factors in respect to City Departments with similar and like factors prevailing in not only the local area; but prevailing in other Second Class cities in Indiana.
 - (2) The interest and welfare of the public.
 - (3) Comparison of peculiarities of employment in regard to other trades or professions, in particular:
 - (a) Hazards of employment;
 - (b) Physical qualifications;
 - (c) Educational qualifications
 - (d) Mental qualifications
 - (e) Job training and skills
 4. Such other matters as the arbitrator may deem pertinent or relevant.
- E. Reasonable fees and necessary expenses of mediation and arbitration shall be borne equally by the bargaining unit and the city.

SECTION 9. PRIOR AGREEMENTS. Any agreements negotiated between the bargaining unit and the City either before, or within thirty (30) days after arbitration shall constitute the collective bargaining contract with respect to City employees and the City for the period stated therein; **PROVIDED, HOWEVER,** that such period shall not exceed three

(3) years.

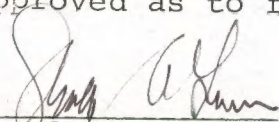
SECTION 10. NOTICE PROVISION. Whenever the factors, as herein defined, or any other matters requiring the appropriation of money by the City are included as matters of collective bargaining conducted under the provisions of this Ordinance, it shall be the obligation of the bargaining unit to serve written notice of request for collective bargaining in respect to factors on the City at least One Hundred Twenty (120) days before the last day on which money can be appropriated by the City to cover the contract period which is the subject of the collective bargaining procedure.

SECTION 11. SEVERABILITY PROVISION. If any provision of this Ordinance, or application thereof to any person or circumstances, is held unconstitutional or otherwise invalid, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 12. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMEMBER

Approved as to form and legality



Stanley A. Levine, Attorney for City Council

BILL NO. S-86-03-18

Handwritten: Held
~~8/8/86~~

REPORT OF THE COMMITTEE ON REGULATIONS

WE, YOUR COMMITTEE ON REGULATIONS TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) TO PROVIDE FOR THE
COLLECTIVE BARAGINING AND THE ARBITRATION OF DISPUTES WITH
RESPECT TO EMPLOYEES OF THE CITY OF FORT WAYNE, INDIANA

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

[Signature]
BEN A. HISBART
CHAIRMAN

[Signature]
JANET G. BRADBURY
VICE CHAIRWOMAN

DONALD J. SCHMIDT

THOMAS C. HENRY

CHARLES B. REDD

CONCURRED IN _____

SANDRA E. KENNEDY
CITY CLERK